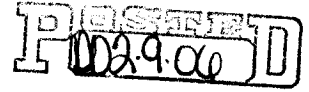


177862 SA  
OBS



**THOMAS M. LYNCH**  
ATTORNEY AT LAW  
252 PROVIDENCE ROAD, SUITE 100  
ANNAPOLIS, MARYLAND 21409

February 7, 2006

*VIA UPS*

Public Service Commission of South Carolina  
Attn: Docketing Department  
101 Executive Center Drive (29210)  
Post Office Drawer 11649 (29211)  
Columbia, SC 29211

RECEIVED  
2006 FEB -9 AM 11:17  
SC PUBLIC SERVICE  
COMMISSION

Re: Application of IPC Network Services, Inc. for a Certificate of Public Convenience  
and Necessity to Provide Certain Telecommunications Services in South Carolina

Dear Sir or Madam:

Enclosed please find an original and 15 copies of the application of IPC Network Services, Inc. for a Certificate of Public Convenience and Necessity to provide telecommunications services in South Carolina. IPC's federal tax identification number is 13-4189405.

If you have any questions about the enclosed application, please contact me at (410) 349-4990 or use the e-mail address below.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Lynch", written in a cursive style.

Thomas M. Lynch

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

APPLICATION OF **IPC NETWORK SERVICES, INC.** )  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND )  
NECESSITY TO PROVIDE RESOLD )  
LOCAL EXCHANGE AND RESOLD LONG )  
DISTANCE TELECOMMUNICATIONS SERVICES )  
AND FOR FLEXIBLE REGULATION OF ITS LOCAL )  
EXCHANGE SERVICES AND ALTERNATIVE )  
REGULATION OF ITS LONG DISTANCE )  
SERVICE OFFERINGS )

DOCKET NO.

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SC PUBLIC SERVICE  
COMMISSION

**2006-55-C**

IPC Network Services, Inc. ("Company" or "Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Resold Local Exchange Service and Resold Long Distance Service within the State of South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its long distance service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

Applicant proposes to offer point-to-point private line services on a resold basis throughout the state. The private line services are not interconnected to the public switched telephone network at this time. Some private lines may be entirely within an exchange of an incumbent local exchange carrier, or may be interexchange services. Applicant's primary market is business customers. Applicant does not provide custom calling and CLASS features. In addition, because the private line services offered by Applicant are not interconnected to the public switched telephone network, Applicant does not provide access to emergency call services (e.g. 911), directory assistance or other ancillary services.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Applicant respectfully states as follows:

**1. The name and address of the Applicant are:**

IPC Network Services, Inc.  
1 State Street Plaza  
New York, NY 10004  
Telephone: (212) 858-7859  
Facsimile: (212) 709-1091  
Toll Free: (888) 286-2343  
Website: www.ipc.com

**2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:**

Thomas M. Lynch, Esq.  
252 Providence Road, Suite 100  
Annapolis, MD 21409  
  
Telephone: (410) 349-4990  
Facsimile: (202) 261-6616  
E-mail: tlynch@telecomlaw.net

**3. Contact person regarding ongoing operations of the Company is:**

IPC Network Services, Inc.  
John McSherry, Esq.  
General Counsel  
88 Pine Street  
New York, NY 10005  
Telephone: (212) 858-7966  
Facsimile: (212) 709-1091  
E-mail: john.mcsherry@ipc.com

**4. Description of Applicant**

Applicant is a private corporation that was incorporated in the state of New York on August 22, 2001. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as Exhibit A.

**5. Officers and Directors and Legal Counsel**

See Exhibit B

**6. Customer Service**

Applicant understands the importance of effective customer service for local and long distance service consumers. Applicant has made arrangements for its customers to call the Company at its toll-free customer service number, (888) 286-2343. In addition, Customers may contact the Company in writing at the headquarters address and via e-mail at donna.dubreuil@ipc.com. The toll-free number will be printed on the customers' monthly billing statements.

**7. Financial Ability**

Applicant has sufficient financial resources to operate in South Carolina. In support of the Company's financial ability to provide the proposed services, the Applicant offers its financial statements in Exhibit C. **THE APPLICANT REQUESTS THAT THE FINANCIAL STATEMENTS BE KEPT CONFIDENTIAL AND RETAINED UNDER SEAL.**

**8. Managerial and Technical Ability**

Exhibit D contains a brief overview of the managerial experience of Applicant. The Company has the managerial experience in the telecommunications industry that will allow it to be a successful competitive local exchange and toll provider.

**9. Proposed Service Territory**

Applicant proposes to offer resold local exchange service and resold long distance service. Local exchange service will be offered within the present operating areas of BellSouth and long distance service will be offered throughout the State of South Carolina. Exhibit E contains the proposed local and interexchange tariff of Applicant.

## **10. Public Interest and Need**

Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will provide meaningful competition in the market for its telecommunications services.

The granting of Applicant's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

Applicant's entry into the local market will not disadvantage any telephone service providers. Incumbent LEC's are presently serving nearly all of the local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. Applicant expects that this same phenomena will affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of Applicant's application is clearly in the public interest.

## **11. Waivers and Regulatory Compliance**

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore,

Applicant requests to be exempt from any and all USOA requirements of the Commission.

- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in New York, NY. In the event that the Commission finds it necessary to review Applicant's books, this information will be provided upon request to the Commission or Applicant will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. Applicant requests that it not be required to publish local exchange directories. If required, Applicant will make arrangements with the incumbent LECs whereby the names of Applicant's Customers will be included in the directories published by the incumbent LECs. These directories will be distributed to Applicant's Customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Applicant to simply include its Customer list in the existing directories of the incumbent LECs.
- D. Applicant finally requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the states' local exchange and resale market.

## **12. Flexible Regulation of Local Exchange Services**

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

## **13. Alternative Regulation of Business Service Offerings**

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in

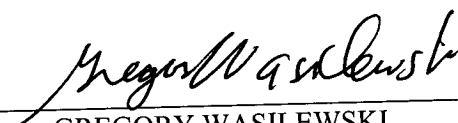
the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that Applicant has the technical, financial and managerial resources to provide resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of Applicant will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Applicant respectfully petitions this Commission for authority to operate as a provider of local exchange service and a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

IPC NETWORK SERVICES, INC.

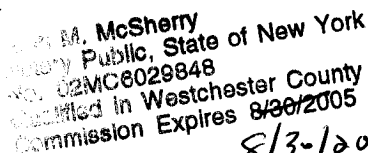
By   
GREGORY WASILEWSKI  
PRESIDENT

State of New York                    }  
  }  
City of New York                    }       SS.

Subscribed and sworn to before me by Gregory Wasilewski this 2 day of February, 2006.

  
Notary Public

My commission expires:



8/30/2005

South Carolina Application of  
IPC NETWORK SERVICES, INC.  
Page 6

**IPC NETWORK SERVICES, INC.**

**SCHEDULE OF EXHIBITS**

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumé of Key Employees
Exhibit E	Proposed Tariff



**IPC NETWORK SERVICES, INC.**

**EXHIBIT A**

South Carolina Certificate of Authority

Articles of Incorporation

State of New York } ss:  
Department of State

I hereby certify, that the Certificate of Incorporation of GAINS INTERNATIONAL (U.S.) INC. was filed on 08/22/2001, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 09th day of October  
two thousand and three.*

*Secretary of State*

NCR - 26

1-010822000240

CERTIFICATE OF INCORPORATION

OF

GAINS INTERNATIONAL (U.S.) INC.

Under Section 402 of the Business Corporation Law

The undersigned, being of the age of eighteen years or over for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, does hereby certify:

**FIRST:** The name of the corporation (hereinafter referred to as the "Corporation") shall be Gains International (U.S.) Inc.

**SECOND:** The purpose for which the Corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that the Corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board agency or other body, without such consent or approval first being obtained.

**THIRD:** The office of the Corporation shall be located in the County of New York, State of New York.

**FOURTH:** The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1000) shares of Common Stock with one cent (\$0.01) par value.

**FIFTH:** The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

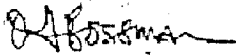
C/o National Corporate Research, Ltd.  
225 West 34<sup>th</sup> Street, Suite 910  
New York, NY 10122

**SIXTH:** No director of the Corporation shall be personally liable to the Corporation or its shareholders for damages for any breach of duty in such capacity, provided that nothing contained in this Article shall eliminate or limit the liability of any director if a judgment or final adjudication adverse to him, establishes that his acts or omissions were in bad faith, or involved intentional misconduct or a knowing violation of law that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

**SEVENTH:** The Corporation shall have the right to indemnify any and all directors and officers to the fullest extent permitted by the New York Business Corporation Law.

**EIGHTH:** Unless the Bylaws provide otherwise, action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by holders of outstanding shares having not less than the minimum tender of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder so consenting and included in the minutes or filed with the corporate records reflecting the action taken. Action taken in this manner is effective when the last shareholder signs the consent, unless the consent specifies a different effective date. A consent signed in this manner has the effect of a meeting vote and may be described as such in any document.

IN WITNESS WHEREOF, the undersigned has signed this certificate this 21st day of August, 2001.

  
Olajide Bossman, Incorporator  
Schulte Roth & Zabel, LLP  
919 Third Avenue  
New York, New York 10022

NCR - 26

010822000240

CERTIFICATE OF INCORPORATION

OF

GAINS INTERNATIONAL (U.S.) INC.

UNDER SECTION 402 OF THE  
BUSINESS CORPORATION LAW

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STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED AUG 22 2001  
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BY: *CS*  
*New York*

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Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, New York 10022

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DRAWDOWN

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CERTIFICATE OF AMENDMENT  
OF THE CERTIFICATE OF INCORPORATION  
OF  
GAINS INTERNATIONAL (U.S.) INC.  
Under Section 805 of the Business Corporation Law

FILED  
2003 DEC 31 AM 11:45

1cc  
ESTATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED DEC 31 2003

TAXES \_\_\_\_\_  
BY: K.A.  
New York

Fried Frank Harris Shriver & Jacobson, LLP  
One New York Plaza  
New York, N.Y. 10004

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CERTIFICATE OF AMENDMENT  
OF THE CERTIFICATE OF INCORPORATION  
OF

Gains International (U.S.) Inc.

UNDER SECTION 8.06 OF THE BUSINESS CORPORATION LAW  
\*\*\*\*\*

1. The name of the corporation is Gains International (U.S.) Inc.
2. The certificate of incorporation of said corporation was filed by the Department of State on the August 22, 2001.

3. (a) The certificate of incorporation is amended to change the name of the Corporation.

(b) To effect the foregoing, Article First is amended to

read as follows:

FIRST: The name of the Corporation is IPC Network Services, Inc

4. The amendment was authorized by:

The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares

/s/ John McSherry, Secretary

(Name and Title of Signer)

Dated this 30th day of December 2003

John McSherry, Secretary

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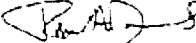
State of New York )  
Department of State ) ss:

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

December 31, 2003



  
Secretary of State

DOS-300 (Rev. 03/02)

---

read as follows:

FIRST: The name of the Corporation is IPC Network Services, Inc

4. The amendment was authorized by:

The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares

Dated this 30th day of December 2003

/s/ John McSherry, Secretary

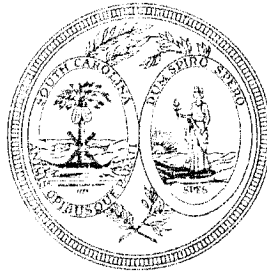
(Name and Title of Signer)

John McSherry, Secretary

1  
100-11-030



# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

IPC NETWORK SERVICES, INC.,  
a corporation duly organized under the laws of the state of **NEW YORK** and issued a certificate of authority to transact business in South Carolina on **November 14th, 2005**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
2nd day of December, 2005.

A handwritten signature in cursive script that reads "Mark Hammond".  
Mark Hammond, Secretary of State

**IPC NETWORK SERVICES, INC.**

**EXHIBIT B**

Officers, Directors and Legal Counsel

**EXHIBIT B  
DIRECTORS AND OFFICERS  
LEGAL COUNSEL**

Directors

Jack Daly  
Goldman Sachs & Co.  
85 Broad Street, NY, NY 10004

Greg Wasilewski  
IPC Network Services, Inc.  
1 State Street Plaza  
New York, NY 10004

Phil Lines  
Bucklersbury House, 2d Floor South  
83 Cannon St., London, EC4N 8EL

Lauren Cabral  
Goldman Sachs & Co.  
85 Broad Street  
NY, NY 10004

Officers

Gregory Wasilewski  
President  
IPC Network Services, Inc.  
1 State Street Plaza  
New York, NY 10004

Greg Kenepp  
Vice President  
IPC Network Services, Inc.  
88 Pine Street  
New York, NY 10005

Tim Whelan  
Treasurer  
IPC Network Services, Inc.  
88 Pine Street  
New York, NY 10005

John McSherry  
Secretary  
General Counsel  
IPC Network Services, Inc.  
88 Pine Street  
New York, NY 10005

Legal Counsel

Thomas M. Lynch, Esq.  
252 Providence Road, Suite 100  
Annapolis, MD 21409  
(410) 349-4990

**IPC NETWORK SERVICES, INC.**

**EXHIBIT D**

Resumé of Key Employees

**Paul K. Heun**  
**6 Iroquois Drive**  
**Freehold, New Jersey 07728**  
**pheun@ix.netcom.com**

Home: (732) 780-4041

Work: (212) 808-2203

Cell: (917) 821-4317

## **CAREER OBJECTIVE**

Provide direction and leadership to significantly contribute to the growth of the Organization utilizing skills in business development, engineering, operations and process quality.

## **STRENGTHS**

- Business Development – IPO preparation, business plan preparation, strategic planning, acquisitions, partnerships
- Telecommunications Technologies – switching, signaling, MPLS, ISDN, CPE, ATM, frame, data systems
- Engineering – design, capacity planning, traffic, central office, international private networks, CPE
- Operations – planning, provisioning, installation, maintenance, network management, trouble management, fault isolation
- Quality Programs – total quality management, process management, network quality initiatives
- Management – hiring, evaluation, training, leadership
- Financial Management – revenue protection, capital planning, budgeting, vendor contracting, cost reduction

## **EXPERIENCE**

**Education:** United States Military Academy, West Point New York  
BS May 1984, General Engineering

**Nippon Telephone and Telegraph (NTT) America, Inc.**

**5/01 – 7/03**

*Vice President, Engineering and Operations*

Responsible for Planning, Provisioning, Operating, and Billing of all services

- Engaged in the consolidation of acquired resources and network infrastructure from the purchase of Verio, a company consisting of 3,200 employees specializing in ISP services.
- Built a North American support organization complete with operating plans, procedures and an administrative structure
- Developed a two year network growth strategy based on the published business plan
- Defined user requirements and negotiated design and installation of Global Operating Support Systems, with Tokyo headquarters
- Lead and completed the project to regionalize all customer service and operational support functions worldwide.
- Designed, constructed and commissioned, a state of the art Network Operating Center in support of the new regional control concept
- Implemented solutions to reduce the cost-of-sales and increase gross margin
- Significant improvement of operational efficiency resulting in reducing Mean time to repair by 6 hours, and improving installation intervals by 32 days

**Viatel Global Communications, Inc.****1/98 – 5/01***Vice President, Network Services*

Responsible for Planning, Provisioning, Operating, and Billing of all services

- Engaged in acquisition and joint venture negotiations with several data service providers
- Built a worldwide support organization complete with operating plans, procedures and an administrative structure
- Developed a two year network growth strategy based on the published business plan
- Defined user requirements and negotiated purchase of Operating Support Systems compliant with all levels of the TMN model
- Designed, constructed and commissioned, two state of the art Network Operating Centers in support of the new Viatel Network
- Implemented solutions to reduce the cost-of-sales and increase gross margin
- Engineered a cost efficient worldwide network
- Constructed or upgraded 15 switching centers in a seven month time frame
- Negotiated long term vendor purchasing agreements

**Primus Telecommunications Group / USFI, Inc.****4/96 – 1/98***Vice President, Network Services*

Responsible for revenue protection and network

- VP Lead within the company for the preparation and filing of an Initial Public Offering with the Securities Exchange Commission, April 1997.
- Negotiations the sale of USFI, Inc to Primus, January 1998
- Developed a 5 year business plan based on discounted cash flow models
- Implemented solutions to reduce the cost-of-sales and increase gross margin
- Increased revenue by 66% in an 8 month period
- Responsible for Engineering, Operations, Customer Service, MIS and Billing
- Transitioned a callback company into a facility based carrier
- Engineered a cost efficient worldwide network
- Built a worldwide support organization complete with operating plans, procedures and an administrative structure
- Negotiated long term vendor purchasing agreements

**AT&T Access Management****1/95 – 4/96***Manager, Customer Connectivity*

Responsible to develop organizational structures and process. Negotiated with Local Exchange Carriers for interface standards and operation.

- Develop and implement processes required to support the deployment of local access networks.
- Develop and implement processes, which support the use of multiple technologies for network access to the customer premise.
- Develop and analyze all costs associated with the connectivity provisioning process.
- Direct the development of operating support systems required to maintain the process.
- Negotiate interface agreements with appropriate work centers and outside suppliers.
- Manage the life cycle of the local network provisioning process to include cost analysis, sizing, capacity planning, statistical modeling and process re-engineering.

## **MCI Telecommunications**

**4/89 - 1/95**

### *Senior Manager Network Operations*

#### *New York City Operations*

*(4/94 - 1/95)*

- Manage all technical activities associated with an operation responsible for providing reliable telecommunications services to a major metropolitan area
- Managed the successful integration of operational assets and support services obtained in the MCI, British Telecom venture.
- Improved efficiencies by re-engineering the international field maintenance department resulting in a 30% manpower reduction
- Designed and implemented an immediate response test center which enabled proactive monitoring of customer services and resulted in a reduction of 20 minutes for response time.
- Managed a second level technical group and Network Management Center responsible for the efficient operation of the network
- Increased efficiencies in installation performance through process management teams and the total quality management doctrine
- Interfaced with customers to ensure service expectations are met
- Provided technical presentations on network configurations

### *Senior Manager, Regional Support to the Vice President*

*(3/93-4/94)*

- Consistently managed a \$73m Operating Budget and \$3m Capital Budget to 3% below target.
- Managed an internal communications group responsible for 16 states
- Designed a Regional support structure and incorporated Total Quality Management (TQM) Principles into the business.
- Participated in the executive development of a 5 year strategic plan.
- Re-engineered the internal communications support function resulting in the reduction of headcount and increased performance.
- Responsible for MCI's interests in local and state government legislative bills pertaining to utilities right of way protection.
- Designed and automated a new regional performance reporting process along TQM guidelines.

### *Manager MCI International Test and Maintenance Center (ITMC)*

*(5/90 - 3/93)*

- Responsible to maintain interconnectivity to foreign countries with 48 digital bearers, 244 multiplex systems, 7,206 telex trunks and 2,236 private line services.
- Provide technical insight to sales personnel and customers.
- Annually develop and manage a 1.5 million dollar budget to support the function of the ITMC.
- Conducted a productivity study resulting in a redistributed work force and an annual savings of \$150K in overtime pay.
- Reduced outages in the ITMC 75% by initiating procedural changes and upgrading of equipment.
- Increased the departments reliability statistics to consistently meet company goals, an improvement of 15%.
- Redesigned the ITMC work environment to promote efficient use of space and ease of testing.
- Developed interdepartmental working procedures, the resulting teamwork resulted in a 45-minute reduction in mean time to repair outages.



*Project Coordinator, Major Account Operations*

(4/89 - 5/90)

- Operational focal point for 12 MCI International Major Accounts.
- Influence and motivate internal organizations to work as a unit to provide the customer the highest quality of service available in today's market.
- Project manage the ordering, installation and testing of a customer's new services.
- Project Managed the installation of the Marubeni Switched Network, which was installed in a record 5-month time frame.
- Authored an X.400 tutorial which was presented to Mitsubishi Headquarters in Japan, May 1989.
- Authored an Exxon/MCI Switched Services Working Agreement signed by the representing executives on 12/89.

**United States Army**

5/84 - 4/89

*Rank Achieved: Captain*

- Was rated in top 1% of all peers in Officer Evaluation Reports.
- Recognized as an outstanding leader among peers in the Infantry Officer Training Program.
- Managed a Personnel Section controlling the daily tasks and career Development of those assigned.
- Responsible for all actions to include payroll, legal, promotions and evaluations.
- Evaluate directives from higher headquarters to determine staffing and resource requirements.
- Adjudicate highly sensitive non-judicial proceedings.
- Airborne Qualified.
- Attended Ranger school.

**Activities**

- Participated in Inter-Collegiate Rugby.
- Brigade Wrestling Champion.
- Official Statistician, New York Jets.

**Training****Date Attended***Management:*

Process Management Workshop (QUO200)	3/30/95
Seven Habits of Highly Successful People	7/30/92
Building Success (Select Mid-Management Leadership)	2/14/92
Success First (Select Management Leadership)	1/15/91
Front Line Leadership (Management Skills)	5/23/91

*Technical:*

AT&T Switched Network Call Flow (ONO200)	3/03/95
Austron, Loran Clocking	3/16/92
Transmission Technical Management	11/14/91
Infotron Network Operation	5/16/91
Timeplex Multiplexing	10/22/90
Newbridge 3645	6/25/90
Data Transmission Equipment & Sys Applications	8/06/90

**References:**

Akiko Okada, CEO NTT America  
James Pearson, CFO US Cable Group  
David Ryan, COO NTT America  
Francis J. Mount, Senior Vice-President and CTO T-mobile LTD, UK  
Jack Norris, Senior VP Operations and Engineering, Equant

# JEFFREY J. BRITELL

202 SOUNDVIEW AVENUE, UNIT 20  
STAMFORD, CT 06902  
(203) 602-9908  
jbritell@optonline.net

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## OBJECTIVE

To gain executive level position in the technology industry.

## CAPABILITIES

Competent understanding of global voice, data, and computer network configurations  
Excellent management, motivational and subordinate-empowerment skills  
Ability to apply extensive telecommunications experience to solve a wide range of challenges  
Strong voice network design and troubleshooting abilities  
Excellent knowledge of voice and data networking equipment  
Solid grasp of telecommunications requirements for financial services industry  
Strong project leader

## WORK

## EXPERIENCE

### GAINS INTERNATIONAL

### NEW YORK CITY, NY

#### VICE PRESIDENT

AUGUST 2001 TO PRESENT

- Responsible for day to day North American/South American order processing, implementation and network operations.
- Directly manage Pricing, Capacity Planning, Order Entry, Network Design and Implementation Groups.
- Oversee activities of Network Operations Group.
- Support all IPC sales requirements for GAINS products including pricing support, contract support and specialized solution requirements.
- Responsible for on-going core network design and optimization for North America/South America with assistance from Operations Director.
- Oversee all carrier relationships for North America/South America.
- Maintain proprietary engineering database.
- Continue to recommend modifications and upgrades to Orion Order Management System.
- Reduced on-net to off-net service average service delivery time to under 25 calendar days.
- Negotiated reduction of over 20% in underlying network carrier costs.
- Responsible for creating tariffs for all network products.

#### MANAGER-STRATEGIC PLANNING AND CARRIER RELATIONS

AUGUST 2001 TO SEPTEMBER 2002

- Recruited by GAINS International to be part of the 3 person transition team responsible for re-building GAINS after its purchase by Tullett and Tokyo Liberty from bankrupt hosting provider, Madge.web.
- Responsible for re-establishing relationships with all underlying carrier providers
- Re-negotiated all existing rates to effect an immediate 20% cost savings to GAINS International
- Negotiated settlements with all carrier providers to allow GAINS to continue operations while re-negotiating carrier agreements
- Created and managed Design and Implementation groups and the processes that govern their daily operations.
- Worked with GAINS UK to develop and implement proprietary order management system, Orion, to allow Provisioners in the US and Europe to seamlessly create, view and update order information.
- Created proprietary design and engineering database for designing both customer and core infrastructure requirements.
- Built the GAINS North American/South American network with assistance of Operations Director.
- Recommended core network platform migration (Alcatel 3645 to DNX 88) that allowed GAINS to increase its core switching capacity tenfold while reducing our per port cost by a factor of ten.

- Oversaw with Operations Director the migration of the US network from an Alcatel/Newbridge only network to a primarily Eastern Research DNX DACS uncompressed network.
- Responsible for creating tariffs for all network products.
- Supported US salesforce's daily customer requirements.
- Supported Executive Director in growing US revenue 200% over a 12 month period.
- Assisted many clients in re-establishing communications after the World Trade Center attack.
- Reduced on-net to on-net average service delivery lead time to one-week or less.
- Reduced on-net to-off net average service delivery lead time to 30 calendar days or less

## **MADGE.WEB, INC.**

## **NEW YORK CITY, NY**

### MANAGER-PRICING AND CONTRACTS

AUGUST 1999 TO JULY 2001

- Recruited by Madge to develop and implement a US Solution Pricing and Contracts group.
- Managed Pricing Analysts and Pricing/Order Entry Analysts.
- Oversaw the creation of proprietary pricing tariffs for all US bandwidth offerings.
- Supervised the development and deployment of *Case Trakker*, a proprietary MS-Access based quotation tracking and reporting application.
- Created in-house circuit tracking and inventory database.
- Developed and implemented *Price Prowler*, a web-based bandwidth quotation application utilizing MS-SQL, JavaScript, VB Script and Windows NT for instant on-line delivery of point to point circuit pricing requests.
- Created and managed the US solution pricing delivery process utilizing the various solution pricing applications developed to assist in this process.
- Reported on the solution pricing quotation trends and provided customer analysis based on data collected via *Case Trakker*.
- Designed and assisted in the implementation of Project Tucker-Madge's indirect sales channel program the goal of which was to increase US order revenue by 50% over a 12 month period.
- Managed the administration of the channel program and ensured the two regional channel managers were fully supported in their efforts to build their respective channels.
- Initiated and oversaw most successful corporate outside vendor relationships including Oracle, Sun, IBM and MCI WorldCom.
- Assisted US Operations Director in negotiating all US originated customer and corporate bandwidth requirements from DS-0 to OC-48 to achieve optimal price/quality performance levels.
- Successfully negotiated majority of our hardware and software contracts for customer solutions.
- Assisted implementation team in provisioning and installing point-to-point private line circuits and voice VPNs.
- Introduced, negotiated and managed the Sun *SunTone Branding and Certification Program* to allow Madge to certify its datacenters as highly resilient, scalable and secure.
- Responsible for all US commercial decisions and issues.
- Managed daily duties of US outside counsel.
- Implemented and maintained US contracts delivery and processing methodology.
- Managed and maintained library of all customer and vendor contracts.
- Successfully negotiated majority of customer contracts including the five largest orders signed in the US.
- Advised VP/GM North America regarding all US contract and commercial matters.

**PRUDENTIAL SECURITIES, INC.****SENIOR COMMUNICATIONS ANALYST****NEW YORK CITY, NY***SEPTEMBER 1998 TO JULY 1999*

- Assisted in the installation of and maintained three Lucent Intuity Conversant v 7.0 Voice Response Units that were responsible for providing various customer account information for Prudential's flagship brokerage accounts.
- Responsible for supervising application creation and re-configuration for Lucent Conversants.
- Resolved any trouble issues involving the Conversants with respect to network connectivity, host database connectivity or internal application and hardware failure.
- Maintained AT&T SMS toll-free cloud routing arrangements for Prudential Command call-center.
- Maintained Nortel PBX Time-of-Day routing for Command brokerage account call center. Responsible for accuracy, testing and trouble resolution.
- Utilized AT&T NETCAM web application to monitor and optimize in-bound and out-bound trunk utilization into Nortel PBXs for two headquarters locations.
- Assisted in the limited evaluation rollout and installation of Nortel's Symposium CTI skillset based ACD call center application.
- Collected, analyzed and reported on CDR data for headquarters and remote location PBX usage.
- Developed a customized interface solution to allow non-Symposium users to access Symposium call center data and create reports utilizing Sybase Open Client and Crystal Reports.
- Beta tested, installed and maintained IBM ViaVoice voice-recognition dialers that would dial the name of any employee when spoken into it through the phone.
- Designed and maintained departmental project tracking database.
- Oversaw the relocation of LA investment banking office which included switch and voicemail procurement and installation, complete voice and data cabling and phone line installation for 40 positions.
- Reviewed and made recommendations for all voice and data telecommunications vendors' contracts and established database to inventory documents.
- Assisted in negotiation of vendors' hardware, maintenance and service agreements.
- Resolved all telecommunications billing disputes.
- Assisted in the testing and upgrade and maintenance of Dictaphone Prolog client/server application from NetBIOS based protocol to the corporate standard IP.
- Managed the recording systems of all recorded broker/trader lines and retrieved trade conversations as requested.
- Oversaw the relocation of 50 person NY subsidiary which included Lucent G3i switch upgrade and expansion, CAT 5 cabling, Lucent/Octel voicemail upgrade, local and LD T-1 additions and switch programming.

**TECHNOLIA MANAGEMENT, LLC****VICE PRESIDENT****NEW YORK CITY, NY***JUNE 1997 TO SEPTEMBER 1998*

- Responsible for the day to day operations of the office which included human resources duties, supply and equipment procurement and accounts payables.
- Designed, constructed and managed the 15 client WinNT 4.0 computer network for the office staff that consisted of WinNT 4.0 Workstation, 95 and Mac OS 8 clients.
- Managed and supported 10 major customer accounts that amounted to 85% of company revenues.
- Constructed and maintained a 20 agent ACD call center for a major online brokerage and IPO investment banking company.
- Supervised all telephone network installations and upgrades for all customers.
- Performed move, add, changes (MACs) for both PBX and voicemail for largest customer including adding infrastructure cabling where required.
- Designed and implemented an internal reallocation methodology for a major currency and energy brokerage house on Wall Street.
- Completed telecommunications bill audits that returned over \$200,000 in combined annualized billing to customers.

- Established an international tariffing methodology for a well known Wall Street brokerage house.
- Extensively liased with Bell Atlantic and MFS(Worldcom) to provision and install customers' services.

## **TULLETT & TOKYO FOREX, INC**

**NEW YORK CITY, NY**

TELECOMMUNICATIONS SENIOR ANALYST

*OCTOBER 1993 TO JUNE 1997*

- Responsible for analysis, verification, and payment of over 100 separate telephone accounts with annualized billings totaling over \$10 million.
- Managed the daily activities and workload of two full time analysts.
- Coordinated the monthly reallocation of these charges to the proper brokerage desks that incurred the charges.
- Oversaw the preparation of monthly telecommunications expenditure report for the board of directors.
- Analyzed telecommunications' vendors invoices to insure agreed upon rates were delivered.
- Assisted in maintenance of market-data services including Bloomberg and Reuters.
- Constantly negotiated with major vendors to receive the best available rates for telex, switched voice, domestic private line, and international private line services.
- Reviewed and negotiated the preparation of carrier contracts of the above services for executive management.
- Implemented and maintained tariff pricing for domestic and international virtual private networks to allow more efficient charge back allocation between global cost centers.
- Worked with network engineers to resolve periodic voice and data network outages.
- Maintained in-house circuit and pricing allocation database.
- Utilized superior network design skills to aid in telecommunications network design and implementation projects for both domestic and international networks.

## **UNITED INFORMATION SERVICES,**

**DANBURY, CT**

FACILITIES MANAGEMENT ENGINEER

*MAY 1992 TO OCTOBER 1993*

- Worked with customers' computer specialists to design and implement new computer systems and equipment.
- Utilized field developed skills and experience to oversee and participate in the installation and maintenance of customers' on site equipment.
- Developed competent knowledge of LAN's, telephone switching equipment, and telephone/computer interfacing equipment.

NETWORK TRAFFIC ENGINEER

*MAY 1991 TO OCTOBER 1993*

- Utilized statistical analysis background to analyze client's phone and data traffic to maximize their cost savings.
- Used presentation and research skills to help prepare proposals for perspective customers.
- Strong customer and interpersonal relations experience helped to support the sales team.
- Worked with a software programming specialist to design traffic analysis software using proprietary experimental design techniques.
- Developed customized UIS international rate tariffs.

## **SOFTWARE EXPERIENCE**

Microsoft Office 97 and 2000, Windows 2000, Windows XP, Visual Basic, VBA, DHTML/HTML, MS-SQL, Java, Novell 5.0, Telemate Call Accounting software, Microsoft FoxPro, PC Anywhere 32, Mac OS 7.5, 8 and 8.1, Timbuktu Pro, Netscape Navigator, Microsoft -NT Server/Workstation 4.0, Microsoft Windows 95/98, Microsoft Visio, Microsoft Project, Seagate Crystal Reports 5.0/7.0, Dictaphone Prolog, CAS Call Accounting Software, IBM ViaVoice, Lucent Intuity Conversant v 7.0, SCO Unix, Dictaphone Marketlog, ProComm Plus 32 v 4.0, Lotus Notes v 5.0, Symposium v 1.0, Sybase Open Client, AT&T iAdvantage NETCAM call attempts monitor and Optimizelt! trunk utilization internet web applications, CCMIS call center management and reporting software, AT&T Billing Edge for VTNS 32-bit, Citrix Terminal Server for Windows NT 4.0, Citrix ICA Web Server/Client, Orion Proprietary Order Management System

## **HARDWARE/CIRCUIT**

### **EXPERIENCE**

IBM PC and PowerPC computer platforms  
T-1, E-1, DS-0, ARD Lines, MRD Lines, Shoutdown Lines, ISDN, PRI/T-1, DS-3/E-3, OC-3/STM-1, OC-12/STM-4, 10/100 Ethernet, Frame Relay, SONET, ATM  
Competent knowledge of all recent Trans-Atlantic, Trans-Pacific and Trans-Americas fiber cable systems including Gemini, AC-1, Project Yellow, SA-1 and PC-1  
Newbridge 3624, 3600, and 3645 carrier class switching and compression platforms  
Nokia 300, 400, 500 and 600 series firewalls, Sun 200 and 400 series workgroup servers, 4500 series enterprise servers, Netra t-1, Solaris 8.0, HP 1000 and 6000 series Intel based platforms  
Cisco 2600, 7500 series routers  
IPC Tradenet MX, TEC System  
Nortel Norstar, Option 61/81C, SL-100, Mitel SX-200 Light, Lucent Legend, Lucent System 25, G3i.  
Octel Aria  
Lucent MAP/100 platform, IBM Netfinity server platform.  
Dictaphone Digital Recording platform, 32 channel. EDACS 32-channel frame side recording devices, Lucent/Octel Aria voicemail system  
Eastern Research DNX DACS digital switching and cross-connect systems

### **NOTABLE**

### **ACHIEVEMENTS**

Successfully negotiated and acquired customer contracts totaling \$6.0 million for Madge.web.  
Designed and deployed one of the first global point to point web based pricing utilities for bandwidth speeds ranging from DS-0 to T-1/E-1.  
Uncovered over \$300,000 in annualized billing discrepancies while  
at Tullett & Tokyo Forex.  
Established and managed a branch in Dayton, OH while still in college.

### **EDUCATION**

University of Dayton	Dayton, OH
Graduation	May 1993
BS in Biology	Concentration in ecology and molecular biology
Pre-Law Program	

**Network Engineer**

7/2001- present

Gains International USA - New York, NY

- Engineer all private lines DS0, including PLAR, MRD, Hoot, E+M, FT1, T1, E1, DS3 for customer applications.
- Deployed a DACS based network using ATM for IXC interconnects.
- Selected colocation sites in North America for remote nodes.
- Oversee daily responsibilities for Network Operation Group.
- Work with provisioning on network procurement and design.
- Provide second tier support for troubleshooting and coordinating with equipment manufacturers.

**Operations Manager**

2/99-7/2001

Madge Networks - Gains International USA - New York, NY

- Evaluated available space around New York and New Jersey for hosting and network center.
- Designed and constructed a 25,000 sq. ft. data center managing consulting engineers, construction manager, architects and budget; including HVAC, steel work, DC Plant, power distribution, generator, fiber access.
- Selected colocation sites throughout North America.
- Installed a domestic ATM network using Nortel 7480's and Cisco 7500 routers for data and voice access.
- Migrated Gains private lines from 80 Pine POP to 1 State Street POP.
- Migrated voice private lines to ATM core Network.
- Managed engineers and customer service at 24X7 NOC for North and South America, including network and hosting customers.
- Installed VPN networks to connect dispersed customers around the world.
- Coordinated hosting and network engineers with installations and projects to provide a seamless installation to customer.

**Senior Systems Engineer**

5/96-2/99

Tullett and Tokyo Forex - New York, NY

- Migrated the global GDC network to Alcatel 3645 networking equipment.
- Coordinated the conversion of circuits to groomed digital access to the Gains Network, providing engineering on TLP, signaling (hoot and holler, PLAR, MRD, FXS,FXO) for international transport.
- Prepared the network for separation with Tullett and Tokyo Forex.

**Operations Manager**

11/92-5/96

Tullett and Tokyo Forex - New York, NY

- Moved entire trading floors, coordinating lines, turrets and market data.
- Rebuilt equipment room (8000 sq. ft.) installing generator, DC plant, UPS and HVAC; coordinating with engineers and architects.
- Migrated 350 TEC turrets over to IPC Tradenet MX.
- Managed daily operation including help desk support, provisioning and technicians. Interfacing between trades and administration.

**Senior Network Engineer**

5/90-11/92

Tullett and Tokyo Forex - New York, NY

- Installed and engineered a global GDC Network throughout North and South America with 1100 circuits of voice and data.
- Responsible for engineering each voice and data circuit for provisioning department.
- Designed a 24 line self contained turret for foreign exchange operations.
- Coordinated fiber access with LEC's (NYNEX, Teleport, MFS) for fiber to floor; core drilling 27 floors, conduit, and basement access.
- Migrated 7000 copper circuits over to fiber access.

**Engineer**

9/89-5/90

TEC /Bridge Electronics - New York, NY

- Assisted in the design and development of an auto balancing two to four wire converter for Bridge Trading Systems.
- Designed a four-wire line card for the TEC turret using Motorola 6809 microprocessor and S.P.I.C.E. for circuit design.
- Installed and maintained TEC trading equipment on customer sites providing software and hardware support.
- Responsible for technical support to users.

**Engineer**

6/87-9/89

Nynex - White Plains, NY

- Supervised D4 channel bank installs for special services throughout Westchester, Bronx, Putnam and Rockland.
- Facilitated the retirement of D1D carrier facilities, N carrier, Lenkirk coax systems.

Nynex - New York, NY

- Assigned to the Federal Reserve Bank of New York and Fed Wire.
- Supported Intecom S80+ switch with 16,000 extensions and multiple exchanges.
- Engineered and managed station moves for entire departments across bank campus working with craft personal and bank staff.
- Managed banks data network using VTAM and IBM 3270 controllers.

**Education and Training**

B.E.E., Manhattan College, 1987

Intecom S80-Levels I, II, IIA

NYNEX - Digital Transmission, Traffic Engineering

General Datacom - TMS 3000

Alcatel - 3600, 3645

Nortel Passport 7480

Cisco - Introduction to Routing



**IPC NETWORK SERVICES, INC.**

**EXHIBIT E**

Proposed Tariff

REGULATIONS AND CHARGES APPLYING TO  
LOCAL AND INTEREXCHANGE  
PRIVATE LINE SERVICES  
IN THE STATE OF SOUTH CAROLINA

**IPC NETWORK SERVICES, INC.**

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EXPLANATION OF SYMBOLS

- (C) To signify changed condition or regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase to a Customer's bill
- (M) To signify that material has been moved from another Tariff location
- (N) To signify a new rate, regulation condition or page
- (R) To signify a change resulting in a reduction to a Customer's bill
- (T) To signify a change in text but no change to rate or charge

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the heading of each page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

- B. Page Revision Numbers - Revision numbers also appear in the heading of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.3.6.
  - 2.3.6.A.
  - 2.3.6.A.1.
  - 2.3.6.A.1.(a).
  - 2.3.6.A.1.(a).I.
  - 2.3.6.A.1.(a).I.(i).
  - 2.3.6.A.1.(a).I.(i).(1).

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1.0 DEFINITIONS

Claims: Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded),

For any personal injury, death or damage to tangible or intangible property or rights,

Arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company facilities hereunder,

Regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal therefrom.

Commission: South Carolina Public Service Commission.

Company: IPC Network Services, Inc., also referred to as the Carrier.

Competitive Local Exchange Carrier (CLEC): A company, other than an ILEC, certified by the Commission to offer local exchange telecommunications service.

Customer: The person, firm, corporation or other entity which orders or uses Service, has agreed by signature or otherwise to honor the terms of the Service herein, or any individually negotiated contract, and is responsible for the payment of rates and charges for Service to call customer locations and for compliance with the terms and conditions of this Tariff. The Customer is not necessarily the End User of the Company's Service.

End User: A user of any Service provided by or through the Company's facilities or Service, regardless of whether such person is a Customer.



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1.0 DEFINITIONS (Continued)

Incumbent Local Exchange Carrier (ILEC): An Incumbent Local Exchange Carrier as defined in Section 251(h)(1) of the federal Telecommunications Act of 1996.

Premises: The space occupied or controlled by a Customer in a building or buildings.

Service: Any Service offered by Company to a Customer.

State: The State of South Carolina.

Third Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

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2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 Company undertakes to furnish private line communications service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and terminate within the State, and are jurisdictionally intrastate.
- 2.1.2 Company's service offerings consist of any of the Service offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered through Company facilities, resold Service, transmission facilities provided by other communications providers, or any combination thereof.
- 2.1.3 Company is responsible only for the Service and facilities it provides under this Tariff, and it assumes no responsibility for any Service provided by any other entity that provides communications service through Company Service or facilities in order to originate and/or terminate such other company's Service.
- 2.1.4 Company may undertake to use reasonable efforts to make available Service to a Customer on or before a particular date. Company does not guarantee availability by any such date and shall not be liable for any Claims arising out of delays in commencing Service to any Customer.

---

2.0 RULES AND REGULATIONS (CONT'D)

2.2 Limitations of Service

2.2.1 **SERVICE IS OFFERED TO BUSINESS CUSTOMERS ONLY.**

Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff. Company shall have no obligation to construct facilities where they do not exist.

2.2.2 Service may not be used for any unlawful purpose.

2.2.3 Service may be subject to Company's acquisition and maintenance of an agreement to access the Premises under terms and conditions acceptable to Company, and Service may be denied or discontinued if Company is unable to acquire or maintain such agreement.

2.3 Establishment and Re-establishment of Credit

2.3.1 Company may conduct a credit investigation of each new Customer prior to accepting a written application or oral request for Service. Company reserves the right to reject a written application or oral request for Service if its investigation reveals that the applicant is a poor credit risk in Company's sole opinion.

2.3.2 A Customer whose Service from Company was discontinued for nonpayment of bills will not be entitled to restoration of Service or new Service until all past due amounts have been paid, or satisfactory payment arrangements have been agreed upon and made in a timely manner.

2.4 Credit Limit

Company may, at any time and at its sole discretion, set a credit limit or require such other financial terms, including but not limited to, pre-payment or deposits, for any Customer's consumption of Service for any period.

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2.0 RULES AND REGULATIONS (CONT'D)

2.5 Notice

Notice shall be deemed properly given:

- A. upon delivery, if delivered in person;
- B. on the third day after depositing the notice or communication, prepaid and properly addressed, with a private delivery service or in the U.S. mail, unless deposited in the U.S. mail on a Sunday or holiday in which case notice is deemed to be given on the third day from the next business day;
- C. upon actual receipt, or upon refusal of receipt by the addressee, whichever of the above occurs first; or
- D. by electronic device, facsimile or e-mail with confirmation of receipt.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation

2.6.1 Billing and Payment of Charges

- A. Unless otherwise indicated in this Tariff or in the specific terms and conditions set forth in the Customer's agreement, Service is billed in advance on or about the first of each month. The Customer is responsible for the payment of all charges for Service furnished by the Company. Customer shall pay the amounts as specified in the Tariff for the Service, unless otherwise set forth in the Customer's agreement.
- B. Unless otherwise indicated in this Tariff, bills are due and payable thirty (30) days from the date of the invoice, or later if required by law. Balances that remain unpaid after the due date will be charged a late fee of one and one-half (1.5) percent per month of the unpaid balance, or the maximum fee allowed by law, whichever is less.
- C. In addition to the late fee set forth in B above, Company shall provide written notice of payment delinquency to Customer. Failure to make payment for all arrearages within five business days of receipt of such notice shall subject Customer to risk of service interruption or cancellation, in addition to payment of termination liability for that Service in accordance with 2.6.4(C).
- D. Customer is responsible for reviewing each invoice promptly, and notifying Company promptly of any discrepancies. If no notice is received by Company within sixty (60) days after a bill has been rendered to the Customer, the billing will be considered correct and binding. Bills disputed by a Customer shall be handled as set out in this Tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Cont'd)

2.6.1 Billing and Payment of Charges (Cont'd)

- E. Initial billing for set-up and installation charges or monthly service fees will be billed with the first month's billing and will not commence for any new Customer until the Customer has actually been placed in service.
- F. Billing for partial months will be pro-rated based on the actual number of days service is provided as compared to the total number of days in that month.

2.6.2 Taxes

A. Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, minimum, usage, surcharges, property service, or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use, telecommunications and excise taxes.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Continued)

2.6.3 Cancellation of Service by Customer

- A. Unless otherwise agreed upon between Company and Customer, the Customer may cancel an order for Service by giving notice to Company on or before the day prior to the day Service is scheduled to commence; provided, however, that in the event of any such cancellation prior to commencement of Service, Customer shall pay any special construction or costs associated with special arrangements or facilities or equipment for Customer that are incurred by the Company prior to receipt of the cancellation notice, less net salvage.
- B. The Customer may cancel Service at any time after Service commences by giving Company at least 30 days prior written notice, unless the Customer's Service agreement with Company requires a minimum term. A termination fee may apply pursuant to the Customer's service agreement. A Reconnection Fee will apply if the Customer requests that Service be temporarily discontinued.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Continued)

2.6.4 Cancellation or Discontinuance of Service by Company

- A. The Company may immediately and without notice to the Customer, without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer in the event such Customer or his agent or employee willfully damages company equipment; interferes with use of Company's Service by other Customers of Company; unreasonably places capacity demands upon Company's facilities or Service; or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this Tariff, and/or pertinent contract, or applicable law.
- B. In the event the Customer is the subject of any voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a bankruptcy court, or executes an assignment for the benefit of creditors; or in the event of nonpayment of any bill rendered by the Company, or the non-payment of any required deposit, the Company may terminate Service two days after written notice is delivered to the Customer or its authorized agent, or five days after such notice is mailed by first class mail to the Customer or his authorized agent. In the case of non-payment of any bill or deposit, Service need not be restored until the bill rendered or the required deposit has been paid; provided, however, that in the case of any Customer capable of obtaining access to local exchange service only through the Company's system, local service may not be terminated until ten days after delivery of written notice or thirteen days after mailing written notice by first class mail.
- C. In the event of the nonpayment of any bill rendered by the Carrier, or the non-payment of any required deposit, the Carrier may terminate Service in accordance with 2.6.1C.



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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Continued)

2.6.4 Cancellation or Discontinuance of Service by Company (Cont'd)

- D. In the event that, prior to the expiration of the service term, Customer terminates Service as provided elsewhere in the Tariff or in the event that the delivery of Service is terminated by Company pursuant to the terms of this Tariff, Customer shall pay a termination charge equal to the sum of the monthly recurring charges that would have been incurred for the Service through the end of the service term including the monthly recurring costs associated with any third party service provided to Customer by Company.

2.6.5 Reconnection Fee

- A. A Reconnection Fee will apply whenever a Customer requests to be reconnected to the Service after Company has temporarily or permanently suspended or discontinued Service to Customer for any reason allowed by this Tariff. In addition to the reconnection fee, Customer shall make payment of all outstanding arrearages prior to resumption of Service by Company.

B. Reconnection Schedule

Company will exercise commercially reasonable efforts to timely resume Service to Customer upon Customer's payment of all arrearages and the Reconnection Fee. However, the timing of resumption of any disconnected Service is not guaranteed and may be delayed based on the availability of capacity on Company's network and the reconnection of any third party service necessary for the resumption of Service to Customer.

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2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company

The Company's liability for Claims shall be governed by the following terms and conditions:

2.7.1 Exclusion of Liability. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy. Company shall not be liable for Claims made against it:

- A. Due to the fault or negligence of the Customer or any End User of Service, or the failure or malfunction of equipment or facilities provided by Customer, any End User or Customer's vendor or supplier; or for any Claims made by persons or entities who are not the Customer; or
- B. Due to the acts or omissions of any entity furnishing telecommunications service or equipment to Company or to Customer, that is used with the Service Company offers; or
- C. Due to conditions beyond the reasonable control of Company, including but not limited to, acts of God or nature, fire, flood, damage to telecommunications cables or equipment, or other catastrophes; any law, order, regulation, direction, action, delay or request of any governmental entity claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; and national emergencies, insurrections, riots, wars, unavailability of rights of way, fiber cuts, permits or materials, strikes, lock-outs, work stoppages or other labor difficulties; or
- D. For any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise; or
- E. For any arbitration, action or proceeding against the Company that is commenced more than one year after the Service was rendered or was to have been rendered by Company.

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2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Continued)

2.7.2 LIMITATION OF WARRANTIES.

COMPANY MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR FACILITIES PROVIDED BY COMPANY OR ANY THIRD PARTY PROVIDERS WHOSE SERVICE WERE ARRANGED FOR AND PROVIDED TO CUSTOMER BY COMPANY AND COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.7.3 Limitation of Liability and Remedies

Company's liability for all Claims shall be limited to a credit calculated in accordance with the Commission's out-of-service credit rules, if any. Except with respect to such out-of-service credits, Customer's sole remedy for all Claims against Company by Customer shall be limited to the repair or replacement of the Service or Company facilities affected, subject to the Company's additional right to withdraw or terminate Service as set forth in this Tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Continued)

2.7.4 Limitation of Damages

If Company has any liability that is not excluded or limited above, Company's entire liability for such Claims regardless of the form of action (including contract, tort, strict liability or otherwise) shall be limited to the following:

- A. For damages to real or tangible personal property, Company's liability shall be limited to proven direct damages;
- B. For bodily injury to or death of any person, Company's liability shall be limited to the proven general and special damages;
- C. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any delayed installation of Company facilities or commencement of Service shall be limited to proven direct damages in an amount not to exceed One Hundred Dollars (\$100.00);
- D. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any other claims shall be limited to proven direct damages in an amount not to exceed the total of all payments made by the Customer to the Company within the twelve month period prior to the date the Claim arose.

2.8 Indemnity

The Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the Service, against any claim, loss or damage arising from the use or inability to use the Service furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.9 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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2.0 RULES AND REGULATIONS (CONT'D)

2.10 Interruptions in Service (Continued)

2.10.1 Interruptions in Service will be credited to Customer for the part of the Service that the interruption affects, as provided for in the Customer's agreement for private line service, provided that no credit is allowed for the following:

- A. Any continuous period of less than four (4) hours, provided that two (2) or more Service interruptions of the same type to the same line/equipment of four (4) hours or more during any one twenty-four (24) hour period shall be considered one (1) interruption.
- B. Interruptions caused by Customer;
- C. Interruptions due to failure of power, equipment or facilities provided by the Customer or persons or entities other than Company;
- D. Any period in which Company is not given access to the Service
- E. Any period of scheduled maintenance and repair, tests, adjustments and inspections as may be necessary to maintain Company's equipment and facilities in satisfactory operating condition;
- F. Interruptions due to the non-compliance by the Customer with the provisions of this Tariff or the Tariff of other common carriers providing Service connected to the Service of Company; and
- G. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of God or nature, fire, flood, damage to telecommunications cables or equipment, or other catastrophes; any law, order, regulation, direction, action, delay or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

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2.0 RULES AND REGULATIONS (CONT'D)

2.10 Interruptions in Service (Continued)

2.10.2 Every month shall be considered to have thirty (30) days for the purposes of computing a credit for a Service interruption to which the Customer is entitled under this Tariff.

2.10.3 A Customer is entitled to an interruption in Service credit upon request for any period during which Service provided to the Customer is out of service, except as specified in this Section or in the Customer's agreement. Out of service conditions are defined as complete loss of the ability to originate or receive a communication through the Service. An interruption period begins when the Customer reports a malfunction in Service to Company. The malfunction period ends when the affected line and/or equipment is fully operative.

2.10.4 The Company will follow the Commission's rules in the case of a major outage and/or service interruption, including the Commission's out-of-service credit rules, if any.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY

1. General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.



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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

1. General (Cont'd)

- b. The TSP program has two components, restoration and provisioning.
  - i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
  - ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

2a. TSP Request Process - Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  - 1. National Security Leadership
  - 2. National Security Posture and U.S. Population Attack Warning
  - 3. Public Health, Safety, and Maintenance of Law and Order
  - 4. Public Welfare and Maintenance of National Economic Posture

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

2a. TSP Request Process - Restoration (Cont'd)

- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

2b. TSP Request Process - Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

3. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

4. Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING -  
TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

4. Responsibilities of the Company (Cont'd)

- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified 'end-to-end' by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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2.0 RULES AND REGULATIONS (CONT'D)

2.12 Disputed Bills

2.12.1 The Customer shall promptly notify Company's Customer Support Department of any disputed items on a bill. If no notice is received within sixty (60) days of receipt of the bill, the bill shall be considered correct and binding upon the Customer.

2.12.2 The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.

2.12.3 The date of the resolution is the date Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.

2.12.4 Company will promptly investigate any complaint or dispute received by a Customer and will report the result of that investigation to the Customer. When circumstances indicate the need for corrective action, Company will take such action as soon as reasonably possible.

2.12.5 Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining Customer shall inform the Customer that if dissatisfied with the decision or the explanation provided, the Customer may have the problem considered and acted upon by supervisory personnel.

2.13 Temporary Service

Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis. Company will not provide temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its customers.



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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities

2.14.1 Provision of Equipment and Facilities

- A. Title to all Company facilities provided in accordance with this Tariff remains with Company, or its agents or subcontractors. The Customer shall not have, nor shall it assert any right, title or interest in any Company facilities and associated equipment provided by Company hereunder.
- B. Company undertakes to use reasonable efforts to maintain only Company facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, restrict Company's access to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Company facilities or equipment installed by Company, except upon the written consent of Company or as allowed by law.
- C. Any equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Service shall not be used for any purpose other than that for which Company provided the equipment.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.1 Provision of Equipment and Facilities (Continued)

- D. Unless otherwise agreed upon between Company and Customer, Company shall not be responsible for the installation, operation, repair or maintenance of any Customer-provided communications equipment. Customer may connect such equipment to Company facilities or equipment furnished pursuant to this Tariff as provided in this Tariff, as allowed by law, or with Company's consent. Unless otherwise specified in this Tariff or in an agreement between Company and Customer, Company will not be responsible for the maintenance, repair and operation of such Customer-provided equipment, and Company will not be responsible for:
1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. The reception of signals by Customer-provided equipment.
- E. The Customer is responsible for ensuring that Customer-provided equipment and facilities connected to Company equipment and facilities are compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided facilities and equipment by the connection, operation or maintenance of such equipment and facilities shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or to other persons. Customer will submit to Company, upon request, a complete manufacturer's specification page for each item of equipment that is not provided by Company and which shall be attached to Company's equipment or facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's equipment or facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.1 Provision of Equipment and Facilities (Continued)

- F. Any special interface equipment necessary to achieve compatibility between Company facilities and equipment used for furnishing Service and the channels, facilities or equipment of others shall be provided by Customer at the Customer's expense.

2.14.2 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit and electric power required to terminate the Service at the Customer's Premises. The Customer shall arrange for the Company, or other carriers as required, to have access to the Customer's Premises at all reasonable times for purposes of Service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to, or loss of, Company facilities or equipment, including inside wire, while on the Premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.3 Shortage of Equipment or Facilities

- A. Company's acceptance of orders for Service and reconnection of any Service pursuant to §2.6 is subject to the availability of adequate Company facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company facilities or equipment available to provide the Service.
- B. Company reserves the right to limit or to allocate the use of existing Company facilities, or of additional facilities offered by Company, when necessary, because of a lack of Company facilities, or due to any other cause beyond Company's control.
- C. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Company facilities and is limited to the capacity of Company facilities, as well as facilities Company may obtain from other carriers to furnish Service.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.4 Interconnection

- A. Service furnished by Company may be interconnected with Service or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.
- B. Interconnection with the facilities or Service of other carriers shall be subject to the applicable terms and conditions of this Tariff and the other carriers' tariffs, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.5 Prohibited Uses

- A. The Service Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- B. Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff. The Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.
- C. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the Service so as to interfere with or impair Service over any Company facilities and associated equipment, or so as to impair the privacy of any communications over such Company facilities and associated equipment.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.6 Non-Standard Situations

At the Customer's request and the acceptance by Company, at Company's sole discretion, installation and/or maintenance may be performed outside Company's regular business hours, on an expedited basis, in hazardous locations, or in other non-standard situations. In such cases, charges will be arranged on an individual case basis (ICB). If installation is started during regular business hours but, at the Customer's request and Company's acceptance, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.15 Service Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges or disputes related to Service used by the Customer or End User which are not included in the Service herein. The Customer or End User shall be fully responsible for the payment of any bills for such Service and for the resolution of any disputes or discrepancies with other Carriers.

## 2.0 RULES AND REGULATIONS (CONT'D)

### 2.16 Governmental Authorizations

The provision of Company's Service is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Service into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

### 2.17 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a Service not previously received by the Customer. The specific terms of each such promotional program shall be filed with the Commission as part of Company's flexible rate schedule at least three days prior to its effective date.



## 2.0 RULES AND REGULATIONS (CONT'D)

### 2.18 Interconnection

Interconnection with the facilities or service of other carriers shall be under the terms and conditions as mutually agreed between the parties, or as ordered by the Commission. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with the other carrier's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense.

### 2.19 Application for Service

Application for Service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service. Company will have no obligation to provide Service until and unless Customer's authorized representative duly executes appropriate documentation.

### 2.20 Deposits

Deposits may be required when, in the sole judgment of the Company, security is required to assure payment by the Customer of projected billing. Deposits shall be limited to two months charges as estimated by the Company.

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3.0 SERVICE AND RATES

3.1. Private Line Service

- a. Rates and mileage for private line DS-0, DS-1, DS-3 and higher capacity Service, when available, for recurring and non-recurring rate elements, shall be set forth in individual contracts with Customers. Such contracts may contain volume and term commitments and/or discounts, and may contain provisions governing termination of Service prior to expiration of contracts. Relevant summaries of such contracts shall be reported as required to the Commission. All private line Service will be available on the same terms and conditions to all similarly situated Customers.
- b. Unless otherwise specified in such individual contracts, the rules, regulations, terms and conditions set forth in this tariff shall be incorporated into, and shall be an integral part of, said individual contracts. In the event of any conflict between the terms of this tariff and the terms of an individually negotiated contract between Customer and Company, the terms of the individually negotiated contract shall prevail.